

**AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF
AMERICA
AND
THE MINISTRY OF DEFENSE OF GEORGIA
CONCERNING
COOPERATION IN THE AREA OF
PREVENTION OF PROLIFERATION OF TECHNOLOGY, PATHOGENS
AND EXPERTISE RELATED TO THE DEVELOPMENT OF
BIOLOGICAL WEAPONS**

The Department of Defense of the United States of America, hereinafter referred to as DoD, and the Ministry of Defense of Georgia, hereinafter referred to as the MOD, hereinafter referred to jointly as the Parties,

Desiring to implement the Agreement Between the United States of America and Georgia Concerning Cooperation in the Area of the Prevention of Proliferation of Weapons of Mass Destruction, and the Promotion of Defense and Military Relations, signed July 17, 1997, which entered into force on November 10, 1997, and was extended on May 20, 2002 (Hereinafter referred to as the Proliferation Prevention Agreement) as is pertains to the prevention of proliferation of pathogens and expertise that could be used in the development of biological weapons,

Have agreed as follows:

ARTICLE I

1. In order to assist Georgia in preventing the proliferation of technology, pathogens and expertise, located at facilities in Georgia, that could contribute to the development of biological weapons, in accordance with the terms of this Agreement, the DoD may provide assistance at no cost to the MOD.

2. The MOD shall use all material (including supplies, equipment and instruments), training and services provided in accordance with this Agreement exclusively for the purpose of preventing the proliferation of technology, pathogens and expertise, located at facilities in Georgia, that could contribute to the development of biological weapons.

3. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to the provisions of the Proliferation Prevention Agreement. In the event of any discrepancies between this Agreement and the Proliferation Prevention Agreement, the provisions of the Proliferation Prevention Agreement shall prevail.

ARTICLE II

1. Each Party to this Agreement shall have the right, following written notification to the other Party, to delegate responsibilities for the implementation of this Agreement to other agencies, departments or units of their respective governments.

2. Each Party to this Agreement shall have the right, following written notification to the other Party, to designate technical liaison representatives for materials, training and services provided pursuant to this Agreement.

ARTICLE III

1. The total cost to DoD of all materials, training and services provided pursuant to this Agreement and the associated expenses, including the costs related to the transportation of material and personnel shall not exceed Five (5) million U.S. dollars.

2. Pursuant to the terms of this Agreement, the DoD may provide to the MOD assistance for the purpose of preventing the proliferation of technology, pathogens and expertise that could be used in the development of biological weapons. This assistance may include, but is not limited to, assistance for improving biological material protection, control and accountability in order to reduce the risk of theft or diversion of dangerous pathogens located at laboratories in Georgia.

3. Pursuant to the terms of this Agreement, the DoD may at its discretion provide the MOD with other types of assistance subject to the written agreement of both parties.

ARTICLE IV

1. The MOD shall assist the DoD during the implementation of the agreed assistance.

2. The MOD shall coordinate with other appropriate Georgian Government agencies and organizations to ensure that materials provided to the Government of Georgia under this agreement are afforded priority processing to allow prompt delivery to their ultimate destination within Georgia. The MOD shall coordinate with the appropriate Government agencies and organizations to ensure that appropriate security measures are provided for DoD personnel, contractors and equipment at those facilities associated with activities under this agreement.

3. The MOD shall facilitate the examination by the appropriate ministries and agencies of Georgia of all materials received pursuant to this agreement and provide confirmation of their acceptability to the DoD within ten days of receipt of the results of such examinations. Materials failing to conform with agreed specifications shall be returned, at the expense of DOD, to the United States of America through the Embassy of the United States of America in Tbilisi within thirty days of receipt for replacement.

ARTICLE V

In addition to the audit and examination rights provided under the Proliferation Prevention Agreement, DoD representatives shall have the right to monitor the implementation of terms of contracts and the progress of activities under this Agreement, at facilities on the territory of Georgia.

ARTICLE VI

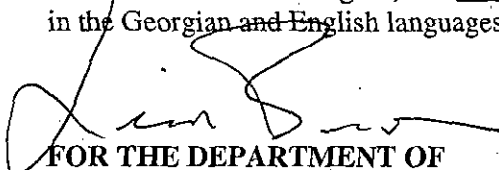
As appropriate, the Parties may enter into implementing arrangements or agreements to carry out the provisions of this Agreement. In the case of any inconsistency between this Agreement and any such arrangements or agreements, the provisions of this Agreement shall prevail.

ARTICLE VII

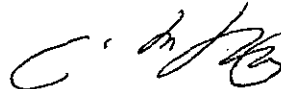
This Agreement shall enter into force upon the date on which Parties exchange diplomatic notes confirming completion by each Party of all applicable procedures required for entrance into force, and shall remain in force for the duration of the Proliferation Prevention Agreement. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon written notification to the other Party ninety days prior to its intention to do so.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE in Washington, this 30th day of December 2002, in duplicate, each in the Georgian and English languages, both texts being equally authentic.



FOR THE DEPARTMENT OF
DEFENSE OF THE
UNITED STATES OF AMERICA:



FOR THE
MINISTRY OF DEFENSE
OF GEORGIA: